

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA—EASTERN DIVISION

UNITED STATES, for the use of
FERGUSON ENTERPRISES, INC..

CASE NO. ED CV07-0233 SGL
(JCRx)

Plaintiff:

V.

FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, a
corporation; BURNS &
MCDONNELL CONSTRUCTION,
INC., a corporation.

Defendants.

~~[PROPOSED]~~ FINAL JUDGMENT
AGAINST THIRD PARTY
DEFENDANT LSI ENGINEERING,
INC.

Judge Stephen G. Larson

FRCP 54

**BURNS & MCDONNELL
ENGINEERING COMPANY, INC.,
a Missouri Corporation.**

Original Complaint Filed Feb. 28, 2007

Third Party Plaintiff.

V.

**LSI ENGINEERING, INC., a
California corporation.**

Third Party Defendants.

The Court, having entered default judgment against Third Party Defendant LSi Engineering, Inc. (“LSi”) and in favor of Third Party Plaintiff Burns & McDonnell (“Burns & McDonnell”), makes the following findings:

1 1. On or about December 31, 2007, the Court entered judgment against
2 Defendants Burns & McDonnell Engineering, Inc. and Fidelity and Deposit
3 Company of Maryland after reviewing the moving and opposing papers and oral
4 argument on Plaintiff Ferguson Enterprises, Inc.'s motion for summary judgment.

5 2. On or about February 22, 2008, the Court entered default judgment
6 against LSi and in favor of Burns & McDonnell.

7 3. There are no other parties or claims involved in this litigation.

8 4. The Court hereby expressly determines that, pursuant to Federal Rule
9 of Civil Procedure, Rule 54(b), there is no just reason for delay and expressly
10 directs the entry of this Judgment in favor of Burns & McDonnell.

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12 IT IS HEREBY ORDERED that final judgment is entered against Third
13 Party Defendant LSi and in favor of Burns & McDonnell in the total amount of
14 \$1,203,381.14 as follows:

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16 1. The principal sum of \$1,039,168.77, which sum represents the
17 difference between the original subcontract between Burns & McDonnell and LSi
18 in addition to change orders, less the amounts expended by Burns & McDonnell to
19 complete, repair and replace certain work, less the amounts expended by Burns &
20 McDonnell for bond claim payments, less Burns & McDonnell's payment to the
21 Department of Labor and less Burns & McDonnell's overhead and profit;

22 2. Interest in the amount of \$135,232.50; and

23 3. Attorney's fees in the amount of \$28,979.87.

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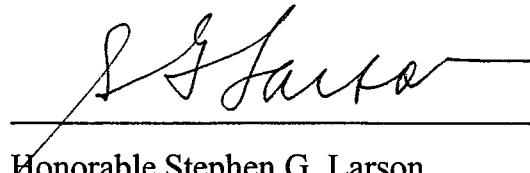
25 IT IS SO ORDERED.

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27 DATED:

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6/12/08.


Honorable Stephen G. Larson

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BURNS & MCDONNELL ENGINEERING
COMPANY, INC.
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